Introduced by: JOHN T. O'ERIEN

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## ordinance no. 1861

AN ORDINANCE approving and adopting collective bargaining agreements negotiated by and between King County and certain labor organizations, amending Section 1, Ordinance 1473, as amended by Ordinance 1593, Section 1.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 1473, Section 1, as amended by Ordinance 1593, Section 1, is amended to read as follows:

Approval and adoption is hereby made of the collective bargaining agreements attached hereto and by this reference made a part hereof negotiated by and between King County and the following labor organizations:

Professional & Technical Engineers Association, Local 17
Washington State Council of County & City EmployeesMedical Examiner

Washington State Council of County & City Employees-Juvenile Court

Washington State Nurses Association-Juvenile Court
Public Safety Employees, Local 519

International Brotherhood of Electrical Workers, Local 77

Joint Crafts Council

Construction Crafts

Teamsters, Local 309 (Courthouse)

Teamsters, Local 174 (Public Works)

Teamsters, Local 910 (Public Works)

Teamsters, Local 763 (Assessors)

Washington State Council of County & City Employees-(General Services)

Teamsters, Local 174 (Animal Control)

Public Service Employees, Local 674 Offset Workers, Printing Pressman & Assistants Union Local 39 INTRODUCED AND READ for the first time this 26th day of , 1973. november PASSED by the Council at a regular meeting thereof on the 10th day of December \_\_, 19 *73 .* KING COUNTY COUNCIL KING COUNTY, WASHINGTON O'Breen ATTEST: Council APPROVED this 17th day of Jacober, 1973. 21. 25. 

page no.

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# AGREEMENT BETWEEN OFFSET WORKERS, PRINTING PRESSMEN AND ASSISTANTS UNION LOCAL 39 AND KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

#### ARTICLE I: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County Council recognizes the signatory organization as representing those employees whose job classifications are listed in the attached Addendum A.

Section 2. It shall be a condition of employment that all employees who are members of the Union on the effective date of this agreement shall remain members in good standing or tender such dues and initiation fees as are customarily paid by Union members to the Union or to a non-religious charity, or to another charitable organization mutually agreed upon by the employee and the bargaining representative. The employee shall furnish written proof to the Union that such payments are made.

It shall also be a condition of employment that employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Union or tender such dues and initiation fees as are customarily paid by Union members to the Union or to a non-religious charity, or to another charitable organization mutually agreed upon by the employee and the bargaining representative. The employee shall furnish written proof, to the Union, that such payments are made.

All initiation fees and dues paid either to the Union or charity shall be for non-political purposes.

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Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

The signatory organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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ARTICLE III: MANAGEMENT RIGHTS

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The management and the direction of the work force is vested exclusively in King County subject to the terms of this agreement. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the County in accordance with such policy or procedure as from time to time may be determined.

The County will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

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ARTICLE IV: HOLIDAYS 2 3 All employees shall be granted the following holidays with pay: 4 New Year's Day January 1st 5 Lincoln's Birthday February 12th 6 Washington's Birthday Third Monday in February. 7 Memorial Day Last Monday in May 8 Independence Day July 4th 9 Labor Day First Monday in September 10 Columbus Day Second Monday in October 11 Veterans' Day Fourth Monday in October 12 Thanksgiving Day Fourth Thursday in November 13 Day after Thanksgiving 14 Christmas Day December 25th 15 General Election Day 16 and any day designated by public proclamation of the chief execu-17 tive of the state as a legal holiday. 18 19 Whenever a holiday falls upon a Sunday, the following Monday shall 20 be observed as the holiday, and any holiday falling on a Saturday . 21 shall be observed on the preceeding Friday. 22 23 Holidays paid for but not worked shall be recognized as time work-24 ed for the purpose of determining weekly overtime. 25 26 Work performed on holidays shall be paid at one and one-half 27 (1 1/2) times the regular rate in addition to the regular holiday pay.

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## ARTICLE V: VACATIONS

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Section 1. Every regular full-time employee shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed			
3 years	6-2/3 Hrs.	10 Days	20 Days			
or less	(.833 Days)	(80 Hrs.)				
Less than 12 and more than 3	10 Hrs. (1.25 Days)	15 Days (120 Hrs.)	30 Days			
12 Years	13-1/3 Hrs.	20 Days	40 Days			
and up	(1.66 Days)	(160 Hrs.)				

During 1973 employees with less than three (3) years of service, shall accrue vacation benefits annually. During and after 1974 all employees with more than one (1) year of continuous service will accrue vacation monthly. Vacation accrual shall date from the first of the month following the month in which the employee commenced such continuous service. If such commencement date was the first working day of the month, the year of service for vacation purposes shall date from the first of the month in which the service began.

Section 2. Employees with one or more years of continuous service shall accrue vacation benefits monthly, except as provided in Section (1) hereof.
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Section 3. Vacation benefits for regular part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year.

Section 4. No employee shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay more than three working days.

After six months of full-time service a regular Section 5. employee may, at his department head's discretion, be permitted to use up to one-half of his accruing vacation (5 days) as an essential extension of used sick leave. If an employee does not work a full 12 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

The department head shall be responsible for Section 6. scheduling the vacations of his employees in such a manner as to achieve the most efficient functioning of the department of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his paid vacation from the County Service.

Any person separating from County service who has not taken his or her earned vacation, shall receive the hourly equivalent of salary for each hour of earned vacation based on the pay rate in effect for such person on the last day actually worked. For purposes of this section, sick leave and compensatory 9-28-73

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time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Chapter II, R.C.W. A person receiving pay in lieu of unused vacation may not be re-employed by King County in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of separation.

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ARTICLE VI:

SICK LEAVE

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 (1) Every employee holding a regular full-time position shall accrue eight (8) working hours sick leave pay for each full calendar month of service, except that no employee shall earn sick leave credit during a calendar month in which he or she is absent without authorization or is absent without pay more than three working days.

- (2) Every employee holding a regular part-time position shall accrue sick leave with pay in proportion to the relationship their basic work week has to forty (40) hours. No such employee shall earn sick leave credit during a calendar month in which they are absent without pay more than 15% of the regularly scheduled working hours for the position.
- or injury of an employee. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized by the department head. In any instance involving use of a fraction of days sick leave, the minimum charge to the employee's sick leave account shall be one hour. The department head shall be responsible for control or abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the appointing authority.

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(4) New employees shall begin earning sick leave from the first of the month following the month in which continuous service commenced, unless such commencement date was the first working day of a month, in which case, the first day of sick leave accrual shall date from the first of the month in which the service began.

- (5) Family care and death bereavement leave.
  - a. Regular full-time employees shall be entitled to

    Three (3) working days of bereavement leave a year

    due to death of members of their immediate family.
  - b. Regular full-time employees, who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.
  - c. Three (3) sick leave days of absence from the job may be granted to an employee due to a requirement to care for immediate family members that are seriously ill.
  - d. In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.

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	sions,	when a holiday	or regular	day of	f falls
	within	the prescribed	period of	absence	it shall no
	be char	rged.			

- (6) Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- (7) No County employee shall be entitled to sick leave while absent from duty due to the following causes:
  - a. Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
  - b. Sickness or disability sustained while on leave of absence without pay.
  - c. Inability to properly perform required duties because of intemperance or intoxication (not to be construed as alcoholism).
- (8) Termination of an employee's continuous service, except by reason of temporary lay-off for lack of work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to County

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 restored. No payment shall be made to any employee for unused sick leave accumulated to his credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Article XIX. The date of termination of employment shall be considered as the date certified by the department head as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

employment within one year, he shall have his accrued sick leave

- (9) For purposes of this section, the member of the immediate family is construed to mean persons related by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, or sister of the employee or any relative continually living in the employee's household.
- (10) Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:

Up to one day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of the birth of his child, or in the event of critical illness of a member of the immediate family.

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will not be approved when the injury or illness is directly traceable to employment other than with the County of King.

(11) Sick leave because of an employee's physical incapacity

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(12) Employees who use Sick Leave as a result of alcoholism must produce proof of seeking and receiving treatment for alcoholism in a recognized and approved alcoholic treatment center. King County reserves the right to specify the alcoholic treatment center.

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ARTICLE VII: WAGE RATES

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Section 1. Wage rates shall be in accordance with the job classifications and rates in Addendum A of this agreement.

Section 2. Employees assigned to classifications in which more than one rate of pay exists shall be advanced as follows:

New employees shall be hired at the first step and advanced to the next step upon the completion of six months of con-

tinuous service. Where additional steps exist, employees shall be advanced one step upon the successful completion of twelve months of service in the preceding step. Denial of a step increase for cause may be authorized by the department manager, provided that the employee so affected is served with written notification in advance, outlining the reasons for such action and provided with a written review every three months thereafter as long as such denial remains in effect.

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ARTICLE VIII: OVERTIME

Section 1. Except as otherwise provided in this article, employees on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day, exclusive of lunch period, or forty in one week.

Section 2. Overtime shall be compensated for at one and one-half (1 1/2) times the regular rate.

Section 3. There shall be no practice of compensatory time off except by mutual agreement between the employee and employer. Compensatory time off shall be earned at the rate of one and one-half (1 1/2) times the regular rate.

Section 4. A minimum of four (4) hours at overtime rate shall be allowed for each call out. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

Section 5. All overtime shall be authorized in advance by the Department Head or his designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a requiarly scheduled work day for the individual of crew.

Section 6. Emergency work at other than the normal scheduled

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working hours, or special scheduled working hours not enumerated above shall be credited as such. This unscheduled and emergency overtime will be compensated as overtime, and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his regular shift, his regular shift shall be compensated at regular time. 

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ARTICLE IX: HOURS OF WORK

The standard work week shall consist of five (5) consecutive work days not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be scheduled

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Monday through Friday. The working hours of each day shall

normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts are

ARTICLE X: MEDICAL, DENTAL AND LIFE PLAN

The Pacific Mutual Insurance Company premium for its medical and life plan shall establish the County cost towards the employees medical and life plan. For the duration of this agreement, King County will continue to provide \$11.25/month towards the cost of a dental program.

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ARTICLE XI: MISCELLANEOUS

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An employee elected or appointed to an office in a local of the signatory organization shall be given a leave of absence without pay upon application.

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ARTICLE XII: GRIEVANCE PROCEDURE

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 King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

#### Section 1. Definition:

Grievance - An issue raised by an employee relating to the interpretation of his rights, benefits, or conditions of employment as contained in this agreement.

#### Section 2. Procedure:

Step 1 - A grievance shall be verbally presented by the aggrieved employee and his representative, if the employee wishes, within ten working days of the occurrence of such grievance, to the employee's immediate foreman or supervisor. The immediate foreman or supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within five working days. If a grievance is not pursued to the next level within three working days, it shall

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be presumed resolved.

Step 2 - If after thorough discussion with the immediate foreman or supervisor, the grievance has not been satisfactorily resolved, the employee and his representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance shall then be presented to the division head for investigation, discussion, and written reply. The division head shall make his written decision available to the aggrieved employee within seven working days. If the grievance is not pursued to the next higher level within ten working days, it shall be presumed resolved.

Step 3 - If after thorough evaluation the decision of the division head has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the department head or office manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the department head or office manager. He may interview the employee and/or his representative and receive any additional related evidence which he may deem pertinent to the grievance. He shall make his written decision available within fifteen working days. If the grievance is not pursued to the next higher level within ten working days, it shall be presumed resolved.

Step 4 - If after thorough evaluation the decision of the department head or office manager has not resolved the

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grievance to the satisfaction of the employee, the grievance may be presented to a joint committee representing the County and the Union. Said committee shall consist of equal representation for the Union and for the County with a maximum of three for each side. This committee shall attempt to resolve the grievance within ten working days.

Step 5 - Should this committee be unable to agree, either party may request arbitration and must specify the exact question which it wishes arbitrated. The committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one The arbitrator, under voluntary labor arbitraname remains. tion rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's

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fee and expenses shall be borne equally by both parties.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

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ARTICLE XIII: BULLETIN BOARDS

The employer agrees to permit the union to post on County bulletin boards the announcement of meetings, election of officers, and any other union material, providing there is sufficient space, beyond what is required by the County for "normal" business operations.

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ARTICLE XIV: EQUAL EMPLOYMENT OPPORTUNITY

The employer or the Union shall not discriminate against any

al origin, age or sex, except as otherwise provided by law.

individual with respect to compensation, terms, conditions, or

privileges of employment because of race, color, religion, nation-

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ARTICLE XV: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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ARTICLE XVI: WORK STOPPAGES AND EMPLOYER PROTECTION

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Section 1. The employer and the signatory organization agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bonafide, or other interference with County functions by employees under this agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the signatory organization shall publicly order such signatory organization employees to cease engaging in such work stoppage.

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Section 3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article

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shall be considered absent without authorized leave and shall be considered to have resigned.

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ARTICLE XVII: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals 

with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of the right and opportunity are set forth in this agreement. Therefore, the County and the signatory organization, for the duration of the agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE XVIII: UNEMPLOYMENT COMPENSATION

1. Provide coverage for all full-time regular employees who have completed their probationary period; except that the foregoing does not include limited term employees.

King County will implement a self-insured form of unemployment

compensation effective with the Union's approval of this contract.

The Unemployment Compensation will meet the following criteria:

- 2. Coverage will apply only to those employees who are laid off as a result of a reduction in work or funds.
- 3. Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
- 4. The benefit will be same as the State of Washington Unemployment Compensation, but shall be good for 26 weeks only (no extended benefits).

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ARTICLE XIX: UNUSED SICK LEAVE

King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service, or who terminate by death, twenty-five percent (25%) of their unused sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based on employees base rate, and there .8 shall be no deferred sick leave payments. Retirement for the purposes of this article shall mean any employee who at the time of termination is eligible to begin receiving benefits immediately under the Public Employees Retirement System.

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ARTICLE XX: CONTRACTING WORK

The employer agrees that he will not permit any work normally performed by current employees who are members of the bargaining unit to be contracted out if the contracting of such work jeopardizes, eliminates, or reduces the normal workload of the bargaining unit.

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ARTICLE XXI: REDUCTION-IN-FORCE

Section 1. Employees laid-off as a result of a reduction of work and/or a shortage of funds shall be laid-off according to seniority and classification within the department. Employees with the least amount of seniority shall be the first laid-off; however, in the event of two (2) employees having the same seniority, ability and skill shall be the determining factor on retention.

Section 2. Employees laid-off shall be recalled in the inverse order of layoff, those with the most seniority being recalled first. In the event of a layoff where more senior employees are displaced by lack of funds, curtailment of project, etc., then such employees shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid-off first.

Section 3. Prior to any layoff, all employees other than permanent employees in the bargaining unit shall be removed from the payroll first. This shall include temporary employees, student hires and probationary employees.

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Section 4. The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications, and seniority dates of all employees within the affected 9-28-73

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department and the names, classifications, and seniority dates of employees scheduled to be laid-off.

Section 5. Employees exercising their bumping rights must be able to qualify for the position into which they propose to bump.

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ARTICLE XXII: DURATION

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This agreement and each of it's provisions, except as provided herein shall become effective upon the date of signature of both parties hereto and shall continue in full force and effect through December 31, 1975.

In the event this agreement becomes effective before January 1, 1974, wage rates of all employees covered by this agreement shall remain the same as the rates existing immediately prior to the effective date of this agreement until January 1, 1974. On January 1, 1974, the wage rates, and individual classifications as provided for in addendum A and B attached hereto shall be implemented.

Contract negotiations for 1976 may be initiated by either party providing to the other party written notice of it's intention to do so not less than thirty (30) days prior to August 31, 1975.

APPROVED this 3/sr day of Detober , 1973

SIGNATORY UNION

Jeorge Gation Secy Treas O.W., 121: 9 A Union 11039.

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## ADDENDUM A

# MONTHLY SALARIES FOR COVERED DEPARTMENTS AND CLASSIFICATIONS

# EFFECTIVE JANUARY 1, 1974

Public Works	Step 1	<u>S</u> t	cep 2	Step 3	Step 4	Step 5 Step 6
Planning Cooperative Extension Service						
Duplicating Equipment Operator Offset Pressman	599 857		630 900	660	694	7.30 766

# EFFECTIVE JANUARY 1, 1975

Public Works	Step 1	Step 2	Step 3	Step 4	Step 5Step (
Planning Cooperative Extension Service					
Duplicating Equipment Operator	632	665	696	732	770 809
Offset Pressman	904	950			

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